

982

**POLICE DISPATCH ASSOCIATION**

**JANUARY 1, 1991 - DECEMBER 31, 1992**

## PREAMBLE

THIS AGREEMENT made and entered into this day of , 1991 by and between the TOWNSHIP OF DELRAN, in the County of Burlington, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township"), and THE POLICE DISPATCHER ASSOCIATION, (hereinafter referred to as the "Dispatchers"), represents the complete and final understanding between the Township and the Dispatchers and is designed to maintain and promote a harmonious relationship between the Township and such of its employees whc are covered by Article 1, Recognition, in order that more efficient and progressive public service may be rendered.

## ARTICLE 1

### RECOGNITION

A. The Township recognizes the POLICE DISPATCHER ASSOCIATION as the representative for the purposes of collective negotiations of all full-time and permanent part-time Dispatchers employed by the Department of Public Safety of the Township of Delran, and excluding all others.

B. The title of Dispatcher shall be defined to include the plural as well as the singular, shall include males and females, and are synonymous with the word employees.

## ARTICLE 2

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees:

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance therecf, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws cf New Jersey and cf the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township or the Dispatchers of its rights, responsibilities and authority under P.S. 40 and R.S. 11A, R.S. 40A or any other national, state, county, or local laws or crdinances.

### ARTICLE 3

#### MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens cf the Township cf Delran, in the County of Burlington, and State of New Jersey, and that there should be no interference caused by the Dispatchers with such operation

B. The Dispatchers covenant and agree that during the terms of this Agreement neither the Dispatchers nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful abstinence in whole or in part, from the full faithful and proper performance of said Dispatcher's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Dispatchers agree that such action by the Dispatchers would constitute a material breach of this Agreement.

C. The Dispatchers agree that they will do everything in their power to prevent their members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support by any action prohibited by this Agreement any such activity by any other employee or group of employees of the Township, and that the Dispatchers will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Dispatcher member or any employee represented by the Dispatchers shall entitle the Township to deem such activity as grounds for appropriate action against the individual subject, however, to the application of procedures set forth by law.

E. Nothing contained herein shall be construed as limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event such breach by the Dispatchers or their members.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the Constitution of the United States or the Constitution of New Jersey.

#### ARTICLE 4

##### SALARY

A. The salaries are set forth as below listed for full time dispatchers.

	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
1991 Jan 1	10.08	10.30	10.53	11.00	11.47	11.73
1992 Jan 1	10.68	10.92	11.16	11.66	12.16	12.43

#### ARTICLE 5

##### LONGEVITY

1. Employees who have served in a full-time capacity for at least five (5) years from their anniversary date after becoming employed with the Township, shall be eligible for the longevity in accordance with the schedule below:

2. Longevity Schedule:

- After 5 years - \$200 per annum
- After 8 years - \$300 per annum
- After 10 years - \$400 per annum
- After 13 years - \$500 per annum

3. The number of years of service shall be the years of full-time service and shall not include any years of part-time service, in the event an employee was transferred from part-time to full-time service. The number of years would include full-time service in a part-time classified position.

4. Longevity pay shall be paid on December 1 of each year to each qualified employee as determined above.

## ARTICLE 6

### LIFE INSURANCE

- A. The Township shall provide life insurance in the amount of \$40,000.
- B. The Township shall provide accidental death and dismemberment insurance in the amount of \$40,000.
- C. The Township shall provide disability insurance which will provide payment of 66 2/3% of the regular base salary per week with no cap during the disability.

## ARTICLE 7

### VACATION

A. Full-time employees covered under this Agreement shall earn vacation during each year of service on the basis of the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
1 - 4	13
5 - 9	16
10 -14	18
15 -19	20
20+	24

B. Any employee hired January 1, 1989 and thereafter will use the Civil Service regulations as their basis for calculating their earned Vacation time during their first calendar year of employment, which is one Vacation Day for each full or portion of month employed (example: Hire date of June 15, 1989, employee will earn seven (7) days of vacation in 1989, thirteen (13) days vacation for 1990, and sixteen (16) days vacation beginning in 1994).

C. Any employee who is laid off, retired or separated from the service of the employer, prior to taking his vacation, shall be compensated in cash for the unused vacation he had accumulated at the time of separation.

## ARTICLE 8

### HOLIDAYS - PERSONAL DAYS

A. All full-time employees shall receive 13) paid holidays as observed by the Township.

B. All full-time employees shall receive four (4) personal days. Personal days shall be non-cumulative and forty-eight (48) hours notice shall be given and shall be granted based on departmental needs.

C. If an employee is required to work on a designated holiday, a rate of one & one-half time shall be paid by the Township.

ARTICLE 9HEALTH INSURANCE

A. The Township shall provide the existing Blue Cross Plan and Blue/Shield 14/20 or substantially similar coverage.

B. The Township may change insurance carriers so long as substantially similar benefits are provided.

C. The Township shall provide for a \$2 Co-pay Prescription Plan.

D. The Township shall provide a dental plan for both the employee and his family.

E. The Township shall provide \$200 for an annual eye care plan as follows: The employee may get an eye examination. The Township shall reimburse the employee for the cost of the examination, upon receipt of acceptable forms developed for this purpose, up to a total of \$200. If the examination costs less than \$200 the remainder shall be used to reimburse the employee, upon receipt of above referenced forms, the cost of corrective eyeglasses or contact lenses, if so prescribed by the original examination. In the event that the original examination does not result in such a prescription, the remainder of the original \$200, if any, shall be used to reimburse the employee, upon receipt of acceptable forms, for the cost of an eye examination and/or corrective eyeglasses or contact lenses prescribed for an employee's spouse or child. In no event shall the total reimbursement in one calendar year to an employee exceed \$200.

The employee is required to receive an eye examination once every two years in order to be eligible for either of the eye care plans contained in this agreement.

## ARTICLE 10

### UNIFORMS

A. The Township shall provide to all full time employees uniforms in accordance with the following conditions:

1. A uniform is defined as one (1) blouse, one (1) skirt and one (1) jacket.

2. Two (2) uniform sets per employee for summer and winter for a total of four (4) sets per year.

3. Any articles provided by the Employer are to be worn only during working hours. Articles are the property of Delran Township, but are the sole responsibility of the employee. Articles lost or stolen shall be paid by the employee who was assigned by the articles.

4. Work uniforms provided by the Township shall be worn by all employees. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, material and all other features and aspects of the uniforms.

5. Uniforms may not be worn other than while on duty for Delran Township. Safety equipment and other uniforms must be worn as prescribed by the Employer. All safety and health rules shall be obeyed by the employee.

## ARTICLE 11

### BEREAVEMENT LEAVE

Employee shall be granted up to 5 days bereavement for the employee's parent, spouse or child.

1. Employee shall be granted up to three (3) working days off with full pay for reason of a death of mother-in-law, father-in-law, sibling, brother-in-law or sister-in-law. Also daughter-in-law and son-in-law.

2. An additional number of days up to four (4) days of sick leave may be granted for reason of a death in the employee's immediate family. Immediate family shall be defined as the employee's parent, mother or father-in-law, spouse, child, sibling, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

3. Employee shall be granted up to five (5) days paid sick leave for reason of a death for the following: grandmother, grandfather, and /or grandchild.

## ARTICLE 12

### HOURS AND OVERTIME

A. The employees covered under this Agreement shall work an average of forty (40) hours per week.

B. Overtime - Overtime compensation will be made on the following basis at the rate of time and one half:

1. 0 through 15 minutes - no pay
2. 16 through 30 minutes - 30 minutes pay
3. Over 30 minutes - one (1) hours pay

4. All overtime beyond one (1) hour will be compensated at the basis noted above.

a) All hours will be paid at a rate of one-half (1.5) times the employees base salary, or at the rate of one and one-half (1.5) compensatory hours.

b) No employees shall accumulate more than 240 compensatory hours per calendar year.

c) Employees must within one (1) month subsequent to the signing of this contract declare in writing to the Chief of Police his/her intention to receive compensatory time off rather than overtime pay, subject to section 4.(b) of this Article.

d) The method used for calling in Dispatchers to work regular duty (not Matron) overtime:

1. All part timers will be called in first.
2. The full timers who are off that day.
3. The full timers who just completed their eight (8) hour shift.
4. Full timer who is next scheduled to begin an eight (8) hour shift.
5. Full timer who is finishing.
6. Full timer who is currently on duty, but will be off duty during the time overtime is required.
7. In any case, the overtime shift may be split (as the two employees involved mutually agree) with the full timer who is next scheduled to work (coming on duty) if both parties agree to this arrangement.

C. Employees shall not change from compensatory payment to overtime payment during the calendar year subject to the provisions in section 4.(b) of this Article.

D. COUNTY COURT - Employees who are subpoenaed to appear in Court in connection with their job duties on their time off will be compensated at the rate specified in this Article for time spent in court.

E. MUNICIPAL COURT - Employees who are required to appear in the Delran Municipal Court on their off time will receive compensatory time at time and one-half. Reasonable efforts will be made by the Township to schedule Municipal Court appearances when the dispatcher is regularly scheduled for duty.

F. MEALS - Employees shall receive one (1) hour for meals as conditions permit and convenient and relief personnel are available. Employees shall not be permitted to leave the building unless specifically authorized.

## ARTICLE 13

### SICK LEAVE

#### A. Definition

Sick leave may be used by employees who are unable to work because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family or death in the employee's immediate family for a reasonable period of time.

#### B. Service Credit for Sick Leave

All permanent employee, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of permanent and/or full-time provisional service.

#### C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employees appointed after the effective date of this contract on the basis of:

1. The first year of service - one (1) working day of sick leave with pay for each month of service.

2. After completion of the first year of service - fifteen (15) days of sick leave with pay in every calendar year thereafter, at each anniversary date.

3. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability for any period for which said employee is entitled to such leave with pay.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time:

1. Failure to so notify his supervisor may be the cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one (1) medical certificate shall be required for every six month period as a sufficient proof of need of leave absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absence from employment.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In the case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.
3. LEAVE OF ABSENCE A. A permanent employee who is temporarily mentally or physically incapacitated to perform his duties, or who temporarily desires to engage in a course of study that will increase his usefulness upon his return to service, or who for any written reasons considered satisfactory to the Business Administrator may request, in writing, a leave of absence without pay from his regular duties with approval of the Business Administrator. This leave of absence may be recommended by the Business Administrator and granted by the Mayor without pay for a period not exceeding six (6) months. A leave of absence may be extended for one additional six (6) month period.  
  
A.1 - Any employee requesting a leave of absence without pay shall submit, in writing, the reasons for the request, the date that the leave is to begin and the probable date of his return to duty. At the time the leave is approved, a determination will be made as to whether the employee approved for such leave shall be entitled to his former position upon his return from such leave, or whether his name shall be placed on the re-employment list for this class.  
  
A.2 - An employee granted a leave of absence due to temporary mental or physical incapacity may continue all benefits while on such leave, in accordance with requirement for N.J.S.A. 52:14-17.32 (d) and (e).
3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examination. Only such cases will the Township be required to pay for physician's expenses or fees.

F. Accumulated Sick Leave:

Eligibility - employee at retirement or permanent disability only.

Employee at his or her option may elect one of the following:

1. Employee shall receive continued Township pay at then the current rate for fifty (50%) percent of accumulated sick days for those eligible days prior to retirement (early retirement option).

Example of Early Retirement Option:

John Smith plans on retiring on January 1, 1980 and has 200 days of accumulated sick time. Under this option John can retire before January 1, 1980 and continue to be paid at the then current rate for 100 working days prior to January 1, 1980.

2. Employee shall receive direct cash payment for one-half of accumulated sick days at then the current rate up to a maximum of \$6,000 (cash payment option).

G. Retirement - Notice of retirement by an employee must be made in writing no later than six months prior to the anticipated date of retirement.

ARTICLE 14PERMANENT PART-TIME EMPLOYEES

A. For the purpose of this agreement a permanent part-time employee is defined as a position within the Township which is established for a period of time no less than six (6) months of uninterrupted service for no more than 35 hours per week average.

B. Unless otherwise specifically stated for permanent part-time employees within this contract only those terms and conditions set forth below shall apply to permanent part-time employees.

1. SALARY AND STEPS

	BASE	STEP 1	STEP 2	STEP 3	STEP 4
Part Time					
1991 Jan 1	8.87	9.35	9.71	9.95	10.19
1992 Jan 1	9.40	9.91	10.29	10.55	10.80

2. The Township Administrator shall grant step increases from Base to Step 4 as follows:

STEP TO STEP	MINIMUM	MAXIMUM
Base - 1	30 days	180 days after actual hired date.
1 - 2	30 days	180 days after effective date of step increase.
2 - 3	30 days	180 days after effective date of step increase.
3 - 4	one year	2 years after effective date of step increase.

2. HOLIDAY PAY

When a part-time employee is required to work on a designated holiday, a rate of one and one-half time shall be paid.

### 3. PRESCRIPTION BENEFIT

Part-time Dispatchers will receive prescription benefit (employee only not family) if they work twenty (20) or more shifts during the preceding six (6) month period. The six (6) month periods shall be defined as that period between January 1 of the year and June 30 and the second six month period will be July 1 through December 31. If, during the first six month period of time, the part time dispatcher works twenty (20) shifts or more, then the prescription benefit shall be borne entirely by the Township of Delran. If in that given six month period of time, less than twenty (20) shifts are worked by the part time dispatcher, then the prescription benefit costs will be shared 50% by the part timer and 50% by the Township.

## ARTICLE 15

### WORKER'S COMPENSATION

An employee injured on the job shall receive a leave of absence with pay for a period recommended by a duly licensed physician designated by the Business Administrator to examine such employee. A leave of absence under this clause shall be granted provided the injury sustained was not caused by the employee's negligence.

A leave of absence with pay for injuries on the job shall be for a period determined by the physician, not to exceed six (6) months. Such leave shall not be deducted from an employee's accumulated sick leave for such injuries.

## ARTICLE 16

### GRIEVANCE PROCEDURE

#### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

**B. DEFINITION**

1. Grievance may be raised by an individual, the Association at the request or/and on behalf of an individual, or individuals or the Township.

2. A grievance arising over the interpretation, application or alleged violation of the terms or conditions of this Agreement may be processed through all steps of the grievance procedure terminating in advisory arbitration.

3. A grievance arising over a disciplinary matter may be processed through all steps of the grievance procedure, except advisory arbitration, and will terminate either with Civil Service or the New Jersey Courts, whichever is appropriate.

4. A grievance concerning policy matters or rules and regulations of the Department or Township will be processed through all steps of the grievance procedure with the exception of advisory arbitration, Civil Service or the Courts, and will terminate with the Mayor and/or Council.

**C. STEPS OF THE GRIEVANCE PROCEDURE**

The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

**STEP ONE:**

- a. An aggrieved employee or the Association on behalf of an aggrieved employee or employees, or the Township, shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and Chief of Police or his designee, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.
- b. The Chief of Police or his designee shall render a decision five (5) days after receipt of the grievance.

STEP TWO:

- a. In the event a satisfactory settlement has not been reached, the employee or the Township shall, in writing and signed, file his grievance with the Administrator or his designee within three (3) days following the determination at Step One.
- b. The Administrator and/or the Mayor shall render a decision in writing within five (5) days from the receipt of the grievance.

STEP THREE:

- a. In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Council, who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

STEP FOUR:

- a. In the event the grievance has not been resolved at Step Three, and concerns the interpretation, application alleged violation of the terms and condition of his Agreement, the aggrieved may file with the American Arbitration Association within ten (10) days after the determination in Step Three, and request advisory arbitration.
- b. The arbitrator will be appointed and the case will be heard in accordance with the rules and regulations of the American Arbitration Association, except as modified by this Agreement. The arbitrator shall set forth his findings of fact and law and reasoning in rendering his decision, and shall submit such decision in writing to the parties.
- c. The decision of the arbitrator shall be advisory in nature only. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is contrary to the terms of this Agreement.

- d. The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.
- d. No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon termination of the applicable time limits the grievance may proceed to the next Step upon written notice to the Township Clerk.
- e. Time limits may be extended by the parties by mutual written agreement.
- f. The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association which shall conduct a conference with the representatives of the Township within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference.

This procedure may be modified during the term of this contract by mutual agreement.

## ARTICLE 17

### DUES DEDUCTIONS

Upon the written authorization of any employee covered by this contract, the Township agrees to deduct from the wages of the employee the sum certified by the Association as the dues on a monthly basis. Any employee desiring to discontinue dues deduction shall, in writing, notify the Township specifying such discontinuance including the effective date. The Township also agrees to deliver on a monthly basis the total sum thus withheld to the duly authorized Association representative. The Association agrees to indemnify and hold harmless the Township from any and all claims, suits or actions which may be filed against the Township in connection with dues check off.

ARTICLE 18NONDISCRIMINATION

A. There shall be no discrimination by the Township or the Dispatchers against an employee on account of race, color, creed, sex, or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives, or the Dispatchers or any of its representatives, against any of the employees covered under this Agreement because of their membership or non-membership in the Dispatchers Association or their activity or inactivity with respect to such Association.

ARTICLE 19SEPARABILITY AND SAVINGS

A. If by any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 20FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation or either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 21RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT

The Township will provide a new benefit of a cash payment reimbursement to any employee who retires from the Township, to help defray the cost for the premium for their obtaining their own health insurance, with the following conditions:

1. The employee shall have been an employee of the Township for at least 25 years and shall have been retired in accordance with the terms of PERS.
2. The employee retires no earlier than age 55.
3. The employee will receive this benefit for a maximum of ten (10) years.
4. A cash payment by the Township will be a reimbursement up to a maximum amount of \$2,000 per year for any amount expended by the retired employee to obtain health insurance.
5. The only exception to the above four (4) conditions will be if an employee takes early retirement for disability purposes in accordance with the terms of PERS in which case the Township will provide this maximum \$2,000 cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement. Only those employees having at least fifteen (15) years employment with the Township will be eligible for this benefit after taking an early retirement for disability purposes.
6. This reimbursement will be paid by the Township for a like amount paid by the retired employee for health insurance only (not prescription, vision nor disability insurance/care). The retired employee must submit proof of payment (cancelled check, paid invoice or receipt from insurance company) to the Township's Treasurer, who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee

## ARTICLE 22

### EMPLOYEE RECORDS

A. The Township will provide a complete and accurate report of each employees earned, used and accumulated Vacation, Personal, Sick and Bereavement leave to the employee on or before February 15, of each year.

## ARTICLE 23

### BENEFITS FOR NEW EMPLOYEES (HIRED AFTER JANUARY 1, 1989)

A. No vacation nor Personal days may be taken off by the employee during their first ninety (90) days of employment except in the case of an emergency. In such cases, the day off must be approved in advance, in writing, by both the Chief of Police and the Township Administrator.

B. Personal days will be prorated during the new employee's first calendar year (not first twelve (12) months) of employment. In 1989, a new employee will receive one (1) Personal Day for each full four (4) months of employment, and beginning in 1990 the new employee will receive one Personal Day for each full three (3) months of employment.

C. All new employees hired on January 1, 1989 and thereafter will receive all the benefits of all other employees covered by this agreement except that their vision care benefit will be delayed for six (6) months after date of hire, and their dental insurance coverage will be delayed until six (6) months after the date of hire.

D. There will be no longevity payments made to any employee hired January 1, 1989 and thereafter, regardless of their eventual tenure with the Township, considering the fact the starting and ongoing salaries and other benefits are much higher today then in the past.

E. The procedure and time periods to move from step to step for all new employees hired after January 1, 1989 will be as follows:

Based upon at least one written performance evaluation (a copy of which must be provided to the employees no later than thirty (30) days before the last possible day of the regular time period between steps) the Department Head shall recommend and the Township Administrator will approve or deny the step increase. If the step increase is denied, the employee will be notified in writing and be placed on probation for a maximum time period equal to the regular time period between steps. If approved, the employee will receive their new salary increase effective no later than the day after the last day of the regular period between steps.

STEP TO STEP	MINIMUM	MAXIMUM
Base - 1	30 days	180 days after actual hired date.
1 - 2	30 days	180 days after effective date of step increase.
2 - 3	30 days	180 days after effective date of step increase.
3 - 4	one year	2 years after effective date of step increase.
4 - 5	one year	2 years after effective date of step increase.

Township can hire in mid grade.

ARTICLE 24SENIORITY

Seniority is defined as an employee's total length of service with the employer, beginning with the original date of hire. Periods of time on a suspension or a leave without pay, except for military leave, shall not be included in calculating an employee's length of service. Except where New Jersey Department of Personnel statutes or regulations require otherwise, an employee with the greatest amount of seniority shall be given preference.

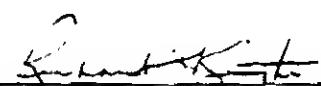
ARTICLE 25DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1991, shall remain in full force and effect through December 31, 1992. The Agreement shall continue in effect from year to year after December 31, 1992, subject to modification, change or termination by either party or written notice, no sooner than one hundred eighty (180) nor later than one hundred fifty (150) days prior to the expiration date of this Agreement.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the undersigned at Delran, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

TOWNSHIP OF DELRAN

By:

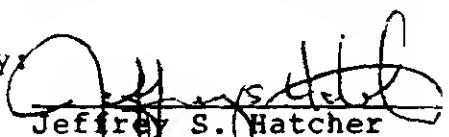

  
Mayor Richard J. Knight
POLICE DISPATCHER  
ASSOCIATION

By:

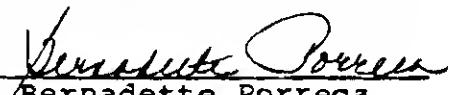

  
Veronica G. Jensen

President

By:


  
Jeffrey S. Hatcher
  
Township Administrator

ATTEST:


  
Bernadette Porreca
  
Township Clerk

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